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TURTLE ENTERTAINMENT GMBH  
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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 TURTLE ENTERTAINMENT GMBH,  
12 Plaintiff,  
13  
14 v.  
15 AZUBU NORTH AMERICA, INC.,  
16 Defendant.

Case No. 2:17-cv-441

**COMPLAINT FOR BREACH OF  
CONTRACT**

17 Plaintiff TURTLE ENTERTAINMENT GMBH (“ESL”), by and through its  
18 undersigned attorneys, brings this action against Defendant AZUBU NORTH  
19 AMERICAN, INC. (“Azubu”), and alleges as follows:  
20

**PARTIES**

21 1. Plaintiff Turtle Entertainment GmbH is a corporation incorporated  
22 under the laws of Germany. Accordingly, Turtle Entertainment GMBH is a citizen  
23 of Germany.

24 2. Upon information and belief, defendant Azubu North American, Inc. is  
25 a corporation incorporated under the laws of the State of Delaware and has its  
26 principal place of business in Los Angeles. Accordingly, upon information and  
27 belief, Azubu North American, Inc. is a citizen of Delaware and California.  
28

## **JURISDICTION AND VENUE**

3. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because: (1) there is complete diversity of citizenship between ESL and Azubu; and (2) the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. This Court has personal jurisdiction over Azubu because: (1) Azubu is a citizen of California; (2) Azubu entered into the agreement related to Azubu's business in California; (3) the Parties' dispute arises out of Azubu's obligations under the agreement; and (4) Azubu defaulted on its obligations in California.

5. This Court is the proper venue for this dispute pursuant to 28 U.S.C. § 1391 because California is Azubu's principal place of business and residence, and because a substantial part of the events giving rise to ESL's claims occurred in the Central District of California.

## **FIRST CAUSE OF ACTION**

### **(Breach of Contract)**

6. ESL hereby incorporates by reference each and every allegation contained in paragraphs 1 through 5 above.

7. ESL is a provider of eSports content. eSports is a new and rapidly-growing spectator sport centered on competitive and professional video gaming. It has an audience of over 225 million people and is expected to generate an estimated \$493 million in revenue in 2016.

8. Azubu purports to be a provider of "media content, streaming live and on demand eSports action, programming, news and analysis."

9. On March 3, 2016 Azubu entered into an agreement with ESL (the "Agreement"). According to the terms of the Agreement, ESL was to provide licensed content to Azubu in consideration for a minimum guarantee of \$3,000,000 (\$1,500,000 per contractual year).



1 Dated: January 18, 2017

DENTONS US LLP

2  
3 By:/s/ Joshua Kroot

4 Joel D. Siegel  
Joshua Kroot

5 Attorneys for Plaintiff  
6 TURTLE ENTERTAINMENT GMBH  
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